## EXHIBIT 7

## Case 1:20-cv-08206-JPC Document 29-7 Filed 12/01/20 Page 2 of 3

## CLEARY GOTTLIEB STEEN & HAMILTON LLP

One Liberty Plaza New York, NY 10006-1470 T: +1 212 225 2000 F: +1 212 225 3999

clearygottlieb.com

WASHINGTON, D.C. · PARIS · BRUSSELS · LONDON · MOSCOW FRANKFURT · COLOGNE · ROME · MILAN · HONG KONG BEIJING · BUENOS AIRES · SÃO PAULO · ABU DHABI · SEOUL

D: +1 212 225 2276 rcooper@cgsh.com

THOMAS J. MOLONEY
STEVEN M. LOEB
CRAIG B. BROD
NICOLAS GRABAR
HOWARD S. ZELBO
DAVID E. BRODSKY
RICHARD J. COOPER
JEFFREY S. LEWIS
PAUL J. SHIM
STEVEN L. WILNER
ANDRES DE LA CRUZ
DAVID C. LOPEZ
MICHARD J. CRESTENZANG
LEV L. DASSIN
MICHAEL A. GRESTENZANG
LEV L. DASSIN
JORIO BLA D. MITORENA
MICHAEL D. WEINBERGER
DAVID LENIWAND
DIANA L. WOLLMAN
JEFFREY A. ROSENTHAL
MICHAEL D. DAVAN
CARMINE D. BOCCUZZI, JR.
JEFFREY D. KARPF
KIMBERLY BROWN BLACKLOW
ROBERT J. RAYMOND
SUNGK. KANG
FORDER J. RAYMOND
SUNGK. KANG
JASON FACTOR

GHANIALE - KONDULA
BENET J. O FEILLY
ADMA E FLEISHER
SEAN A. O NEGRORY
MATTHEW P. SALERNO
MICHAEL J. ALBANO
JENNIER RENNEDY PARK
ELIZABETH LENAS
LUKE A. BAREFOOT
JONATHAN S. KOLODNER
DANIEL ILAN
MEYER H. FEDIDA
ADRIAN ILA LEIPSIC
ELIZABETH VICENS
ADMIJ. BERNEMAN
ARI D. MACKINNON
JAMES E. LANGSTON
JAMES GENENEMAN
ARI D. MACKINNON
JAMES GENENEMAN
ARI D. MEYERS
DANIEL C. REYNOLDS
ABRNA A. MAINOO
HUGH C. CONROY, JR.
JOSEPH LANZKON
MAURICE R. GINDI
KATHERINE A. REAVES

SANDRA M. ROCKS
JUDITH KASSEL
PENELOPE L. CHRISTOPHOROU
BOAZ S. MORAG
MARY E. ALOOCK
HEIDEH I. ILGENFRITZ
KATHLEEN M. EMBERGER
AVRAM E. LUFT
ANDREW MEAVER
HELENA K. GRANNIS
JOHN V. HARRISON
CAROLINE F. HAYDAY
NEIL R. MARKEL
KENNETH S. BLAZEJEWSKI
LAURA BAGARELLA
JONATHAN D.W. GIFFORD
SUSANNA E. PARKER

RAHUL MUKHI ELANA S. BRONSON MANUEL SILVA KYLE A. HARRIS LINA BENSMAN

ARON M. ZUCKERMAN

RESIDENT COUNSEL LOUISE M. PARENT

December 1, 2020

## VIA EMAIL

Timothy Graulich Davis Polk & Wardwell LLP 450 Lexington Avenue New York, NY 10017

Re: Samarco Mineração S.A. ("Samarco" or the "Company")

Dear Tim:

On behalf of the Company, we write in response to your November 11, 2020 letter requesting drafts of an NDA and a reimbursement letter.

As you are likely aware, despite the lawsuits commenced by the Trustee for Samarco's notes, the Company has agreed to resume payments under its reimbursement agreement with Houlihan Lokey and Metrica Advisory, as financial advisors to the Ad Hoc Noteholder Group, and has already provided them with access to certain key business and financial information. Since earlier in the year, the Company has also been providing technical information to Behre Dolbear, who is reviewing the Company's mining plans on behalf of creditors. In addition, the Company's financial advisor has informed the creditors' advisors that the Company is finishing the process of updating its business plan for 2020 developments, and aims to share the updated business plan with them in or around December or January. Once the updated business plan is completed and Houlihan Lokey, Metrica Advisory and Behre Dolbear have had the opportunity to complete their diligence of the updated business plan, the Company will be in a position to promptly finalize and share a restructuring proposal with the advisors to its creditors.

The Company understands the need to have agreements with you prior to the start of the negotiations covering the provision of information and reimbursement of future fees relating to a consensual restructuring, and in that light, we will prepare drafts of confidentiality and reimbursement agreements for your consideration. However, the Company will not reimburse

Graulich, p. 2

any legal fees and expenses until a stay of the pending litigation is in place for an agreed period to facilitate constructive and productive negotiations, and will in no event reimburse any litigation related fees and expenses. Given your clients' stated interest in a consensual process, we would not expect this to be an impediment. Please feel free to contact me or Paco with any questions.

Sincerely,

CLEARY GOTTLIEB STEEN & HAMILTON LLP

Richard J. Cooper, a Partner

cc: Francisco L. Cestero